

FEES

DRAWER 4 LAW PRACTICE

7/2006 085.04/07





Received of A. Lincoln Esq. two  
dollars in specie, being the fee for recording  
Geo. Page's agreement to E. D. Baker

Patent office }  
June 23<sup>rd</sup> 1849 }

For Commr. Patents  
S. J. Shugart.

Springfield, Ills. Sept. 7. 1857.  
Received of J. W. Mathewson for J. Francis  
Twenty dollars in full for Mrs. Porter's share  
in and to Lot. 5 — in Block ONE.  
in E. Melchetes addition to the town of  
Springfield

Lincoln Wendell Attorney  
for Mrs. Porter

## LINCOLN AS A LAWYER.

### His Repugnance to Overcharging Dissatisfies His Colleagues.

Among the most prominent of Mr. Lincoln's traits was his tender-heartedness, which during the war often overrode discipline and caused great embarrassment to the army officials. Justice was his, strongly tempered with mercy. Ward H. Lamon, formerly Mr. Lincoln's law partner, relates an incident in Mr. Lincoln's law practice, years before he attained the presidency, that well illustrates the inflexible conscientiousness which was the rule of Lincoln's whole life:

Although Mr. Lincoln was my senior by 18 years, in one important particular I certainly was, in a marvelous degree, his acknowledged superior. One of the first things I learned, after getting fairly under way as a lawyer, was to charge well for legal services—a branch of the practice that Mr. Lincoln never could learn. In fact, the lawyers of the circuit often complained that his fees were not at all commensurate with the services rendered. He at length left that branch of the business wholly to me; and to my tender mercy clients were turned over to be slaughtered according to my popular and more advanced ideas of the dignity of our profession. This soon led to serious and shocking embarrassment.

Early in our practice a gentleman named Scott placed on our hands a case of some importance. He had a demented sister who possessed property to the amount of \$10,000, mostly in cash. A conservator, as he was called, had been appointed to take charge of the estate, and we were employed to resist a motion to remove the conservator. A designing adventurer had become acquainted with the girl, knowing that she had money, and sought to marry her—hence the motion. Scott, the brother and conservator, before we entered upon the case, insisted that I should fix the amount of the fee. I told him that it would be \$250, adding, however, that he had better wait; it might not give us much trouble, and in that event a lesser amount would do. He agreed at once to pay \$250, as he expected a hard contest over the motion. The case was tried inside of 20 minutes; our success was complete; Scott was satisfied and cheerfully paid over the money inside the bar, Mr. Lincoln looking on. Scott then went out and Mr. Lincoln asked: "What did you charge that man?" I told him \$250.

Said he: "Lamon, that is all wrong. The service was not worth that sum; give him back at least half of it."

I protested that the fee was settled in advance; that Scott was perfectly satisfied and so expressed himself.

"That may be," retorted Mr. Lincoln, with a look of distress and undisguised displeasure; "but I am not satisfied. This is positively wrong. Go, call him back and return half the money at least, or I will not receive one cent of it for my share."

I did go, and Scott was astonished when I handed back half the fee. This conversation had attracted the attention of the lawyers and the court. Judge David Davis, then on our circuit bench, called Mr. Lincoln to him. The judge never could whisper, but in this instance he probably

did his best. At all events, in attempting to whisper to Mr. Lincoln, he trumpeted his rebuke in about these words, and in rasping tones that could be heard all over the court room: "Lincoln I have been watching you and Lamon. You are impoverishing this bar by your picayune charges of fees and the lawyers have reason to complain of you. You are now almost as poor as Lazarus; and if you don't make people pay you more for your services you will die as poor as Job's turkey!"

Judge O. L. Davis, the leading lawyer in that part of the state, promptly applauded this melioration from the bench; but Mr. Lincoln was immovable. "That money," said Mr. Lincoln, "comes out of the pocket of a poor, demented girl; and I would rather starve than to swindle her in this manner."

That evening the lawyers got together and tried Mr. Lincoln before a moot tribunal, called "The Ogmalthorial Court." He was found guilty and fined for his awful crime against the pockets of his brethren of the bar. The fine he paid with great good humor, and then kept the crowd of lawyers in uproarious laughter until after midnight. He persisted in his revolt, however, declaring that with his consent his firm should never, during his life, or after its dissolution, deserve the reputation employed by those shining lights of the profession, "Catchem and Cheatem."—December 17, 1887.



# LINCOLN'S SMALL FEES.

MOST OF THEM WERE \$5 OR LESS;  
ONLY A FEW AS HIGH AS \$50.

His Charge of \$3.50 for Collecting \$6000  
from Stephen A. Douglas. A Letter for  
Him from Judge Davis on the Ground  
that Lincoln Was Ruining the Business.

The making and keeping of money, was something which Abraham Lincoln's contemporaries always declared he did not understand. His idea of the value of his service in the law was so modest as sometimes to be ridiculous, while his expenditures were encompassed by the formula—spend no more than you earn.

In the day when he began the practice of law, fees in Illinois were naturally much smaller than now, nor did they always come in cash. The fee books of Stuart & Lincoln show more than one entry of merchandise. Nor during the first fourteen years of Lincoln's practice did his fees materially increase. In 1847 he and his partner had only about \$1,500 entered on their books. The largest fee they received that year was one of \$100, and \$50 were not rare, but there were more of \$20, more of \$10, most of all of \$5, and a few of \$3.

But Lincoln's fees were as a rule smaller than his clients expected or his fellow lawyers approved of. Abraham Brokaw of Bloomington, Ill., tells the following story illustrating Lincoln's idea of a proper fee. One of Mr. Brokaw's neighbors had borrowed about \$500 from him and given his note. When it became due the man refused to pay it. Action was brought, and the Sheriff levied on the property of the debtor and finally collected the entire debt; but at about that time the Sheriff was in need of funds and used the money collected. When Brokaw demanded it from him he was unable to pay it and was found to be insolvent. Thereupon Brokaw employed Stephen A. Douglas to sue the sureties on the official bond of the Sheriff. Douglas brought suit and collected the claim.

But Douglas was at that time in the midst of his campaign as a candidate for Congress, and the funds were used by him with the expectation of being able to pay Brokaw later. However, he neglected the matter, and went to Washington without making a settlement.

Brokaw, although a lifelong and ardent Democrat and a great admirer of Douglas, was a thrifty German and did not propose to lose sight of his money. After fruitlessly demanding the money from Douglas, Brokaw went to David Davis, then in general practice at Bloomington, told him the circumstances, and asked him to undertake the collection of the money from Douglas. Davis protested that he could not do it, that Douglas was a personal friend and a brother lawyer and Democrat, and it would be very disagreeable for him to have anything to do with the matter. He finally said to Brokaw, "You wait until the next term of court and Lincoln will be here. He would like nothing better than to have this claim for collection. I will introduce you to him, and I have no doubt he will undertake it." Soon after Brokaw was presented to Lincoln, stated his case, and engaged his services. Lincoln promptly wrote Douglas, still at Washington, that he had the claim for collection and that he must insist upon prompt payment. Douglas, very indignant, wrote directly to Brokaw that he thought the placing of the claim in Lincoln's hands a gross outrage, that he and Brokaw were old friends and Democrats, and that Brokaw ought not to place any such weapon in the hands of such an abolitionist opponent as Lincoln, and if he should not wait until Douglas returned he should at least have placed the claim for collection in the hands of a Democrat. Brokaw's thrift again controlled him, and he sent Dou-

glas's letter to Lincoln. Thereupon Lincoln placed the claim in the hands of "Long" John Wentworth, then a Democrat member of Congress from Chicago. Wentworth called upon Douglas and insisted upon payment, which soon after was made, and Brokaw at last received his money. "And what do you suppose Lincoln charged me?" Brokaw says in telling the story. After hearing a few guesses he answers: "He charged me exactly \$3.50 for collecting nearly \$600."

Such charges were felt by the lawyers of the Eighth circuit, with some reason, to be purely Quixotic. They protested and argued, but Lincoln went on serenely charging what he thought his services worth. Ward Lamou, who was one of Lincoln's numerous clients, says that he and Lincoln frequently fell out on the matter of fees. On one occasion Lamou was particularly incensed. He had charged and received a good-sized fee for a case which the two had tried together and won. When Lamou offered Lincoln his share he refused it. The fee was too large, he said, part of it must be refunded, and he would not accept a cent until part of it had been refunded. David Davis heard of this transaction, and was himself a shrewd money-maker, never hesitating to take all he could get legally, and he felt a natural disgust at the unsightened attitude of a shrewd money-maker toward him. Mr. Davis scolded him roundly. "You are paperizing this court, Mr. Lincoln; you are ruining your fellows. Unless you quit this ridiculous policy, we shall all have to go to farming." But not even the ire of the bench moved Lincoln. He continued to try cases and accept his legal fees, even though he frequently refused fees when his clients were needy.

Although so constantly engaged in politics, he used little money for campaign purposes, and frequently after election returned to the donors almost the full amount he had received. In 1860, when Lincoln was engaged in fighting Douglas and the repeal of the Missouri Compromise. He was so active in the campaign, giving nearly all his time and force to politics, that he could not continue so closely to his profession. The result was that he was seriously cramped most of the time. In the summer of 1858, just after the close of the Senatorial canvass against Douglas, he wrote the Chairman of the State Republican Committee, who he believed was his friend, as follows:

"I am willing to pay according to my ability, but I am the poorest hard living to get others to pay for me. I have been on and along without earning anything that I am absolutely without money now for even household purposes. Still, if you can get me to go on toward discharging the debt of the committee, I will allow it when you and I settle the private matter between us. This, with what I have already paid, and with an understanding note of mine, will exceed my subscription of \$500. This, too, is exclusive of my ordinary expenses, all of which being added, to my loss of time and business, bears pretty heavily upon one no better off in this world's goods than I, but as I had the post of honor, it is not for me to be overnice."

The stringency in money matters continued until election to the Presidency. When men willing to make him President, if he put up a big enough sum, tendered their services he always pleaded poverty.

"I could not raise \$10,000 if it would save me from the fate of John Brown," he wrote one time. "Nor have my friends, and I know, yet reached the point of staking any money on my chances of success."

Another friend, however, in regard to offers of assistance if a proper sum was put up: "Allow me to say I cannot enter the ring on the money basis—first, because in the main it is wrong and secondly, I have not and can not get the money. I say in the main the use of money is wrong, but for certain objects in a political contest the use of money is both right and indispensable. With me, as with yourself, this long struggle has been one of great pecuniary loss. Now I have a friend, and he has been appointed a delegate to Chicago I will furnish \$100 to bear the expenses of the trip. I know how hard it is to get money when he had it then in Lincoln. It meant nothing to him save as means with which to give pleasure and to accomplish good, and he drew from his pockets as freely as good will did from his kindly heart. His father's family was one of the first to profit all their lives by his generosity. In it, it was no doubt that Thomas Lincoln kept his little home in Coles county, Ill., until his death, and that his stepmother never knew want. I could, however, be very stern with those of his relatives who he felt were shiftless and shirking."

No more sensible letters were ever written to a lazy and discontented man than those Lincoln wrote to his brother, John Johnston, a lawyer to whom he had been assisted.

"Your request for \$80," he wrote Johnston as usual was broke and wanting help. "I do not think it is right to count on money. At the various times when I have helped you a little you have said to me, 'We can get along very well here, but for the love of God, don't you in the same difficulty again. Now, this can only happen by some defect in your conduct. What is it? Is it more important to them, because they have longer to live, and can keep out of an ill habit before they are in it easier than they can get out after they are in.'"

"You are in need of some money, and what I propose is, that you shall go to work, 'tooth and nail,' for somebody who will give you money to it. If you cannot get your money from charge of your things at home, prepare for a crop, and make the crop, and you go to work for the best wages you can get in discharge of any debt you owe, that you can get; and to secure you a fair reward for your labor, I now promise you that I will give you one dollar, between this and the first of May, get for your own labor, either in money or as your own indebtedness, if it will give you one dollar. By this, if you hire yourself at ten dollars a month, from me you will get ten dollars, making twenty dollars a month for your work. In this I do not mean you shall go to St. Louis, or the lead mines, or the gold mines in California, but I mean for you to go at it for the best wages you can get close to home in Coles county. Now, if you will do this, you will be soon out of debt, and, what is better, you will have a habit that will keep you from getting in debt again. But, if I should now clear you out of debt, next year you would be just as deep in it as ever. Now, if you do almost give your place in heaven for \$70 or \$80. Then you value your place in heaven very cheap, for I can assure you can, with the effort to make, get the \$70 or \$80 for me in five months' work. You say if I will furnish you the money you will deed me the land, and if you don't do this, I will give you the land in possession. Nonsense! If you can't now live with the land, how will you then live without it? You have always been kind to me, and I do not mean to be unkind to you. On the contrary, if you will but follow my advice, you will find you will more than eighty times eighty dollars to you."

Again he wrote Johnston: "I learned that you are anxious to sell the land where you live and move to Missouri. I have been thinking of this ever since, and cannot but think such a notion is utterly foolish. What can you do in Missouri better than here? Is the land any richer? Can you there, any more than here, raise corn and wheat and oats without work? Will anybody there, any more than here, do your work for you? If you intend to go to work, there is no better place than right where you are. If you do not intend to work, you cannot get along anywhere."

"Squandering and crawling about from place to place can do no good. You have raised no crop this year, and you are now out of the soil, sell the land, get the money, and spend it. Part with the land you have, and my life upon it, you will never after have a big mistake to bury you in. Half you will get for the land you will spend in moving to Missouri, and the other half you will have to drink and eat out of and no foot of land will be bought. Now, I feel it my duty to have no land in such a place as this. It is foolery. If you are to live on your own account, and particularly on mother's account. The eastern forty acres I in end to keep for mother while she lives; if you will not cultivate it, it will rot, and it will suit her—at least, it will rent for something. Her dower in the other two forties she can let you have, and no one there will be able to do without this letter; I do not write it in any unkindness. I write it in order, if possible, to get you to do better. If you are poor, and you are destitute because you have idled away all your time. Your thousand pretences for not getting on with me, and that they decide nobody but yourself. Go to work, it is the only cure for your case."

HYSON 8-23-1896

## LINCOLN'S IDEA OF FEES.

M. D. HARDIN, one of the older lawyers, tells of an instance where Mr. Lincoln was retained to assist two other lawyers in the conduct of a case of the greatest importance.

"I will not say now what the case was," said Mr. Hardin, "but it was one of the greatest moment to the state and of importance to the nation. The decision arrived at grows more stupendous in its results every day. Even at the time of its settlement those connected with it knew it meant a great deal, and the two men who had been his colleagues consulted together after the trial as to the amount of the fee to be charged. They decided that \$5,000 was the least they could take and concluded to send their bill for that amount.

"But they waited for Mr. Lincoln and laid the case before him. They asked him what he thought they ought to charge. He pondered over the matter for a time, and finally said he thought his share ought to be about \$50. That was, he thought, pretty good pay, considering he had only given a little over a day to the case."

Youths Companion: A new Lincoln story, which comes to us from a contributor, illustrates the kindly generosity of the great president's character. Although he had an excellent law practice in Illinois, he was never well to do. The story helps to explain why that was so.

1823

Back in the forties, says our contributor, there lived near Maysville, Ky., a man of some local prominence who owned property both in that state and in Ohio. Because of his standing and his knowledge of law he was appointed executor for many estates in the county. One of them consisted principally of a badly mortgaged farm, where the buildings and fences were all run down and there was little stock. Two girls survived the father who had owned the property. One was 9 years old and the other was 11; both were frail and inclined to be tubercular.

In going over the legal papers the executor found a claim for military service that entitled the testator to land in Sangamon county, Illinois. He at once started correspondence, but the more letters he wrote the less headway he actually made, and the upshot of it all was that he decided to get on his horse and make the long trip out to Illinois.

When he reached Springfield he found that the property in dispute was in the possession of one of the wealthiest citizens of the county. The lawyers whom the Kentuckian consulted didn't care to take up the case for claimants who had no money available, and, moreover, they hesitated about entering into a prolonged struggle with a solid citizen of Springfield. The tavern keeper told the Kentuckian that the man for him to call on was a young lawyer named Abraham Lincoln.

"Is he that fellow who was telling those good stories the other evening in the tavern office?"

"Yes, he's the man."

"He's a good story teller, but somehow I doubt his ability as a lawyer."

"He's all right; you can take my word on that."

The next day the Kentuckian went to call on Lincoln and found him in his little upstairs office, seated at a deal table that was well supplied with goose-quill pens and old law books. Lincoln heard the story and said that the case appealed to him, and that he would handle it if given full control. The Kentuckian agreed, and Lincoln said, "Well, you can go back to the tavern now, and while you're here you can talk on any subject under the sun except this case. Be sure to refer all inquiries direct to me."

The Kentuckian followed Lincoln's instructions. A week later Lincoln met him and said, "Come on up to my office and sign the papers and get a settlement."

He went, and Lincoln told him that he had the sum of \$12,500 waiting for him. The Kentuckian was astonished for that was much more money than he had expected to get for the claim. He signed the necessary papers and then asked Lincoln how much he owed him for his services.

"Fifty dollars," was Lincoln's answer.

"But see what you have done for these girls; you're entitled to at least \$500."

"Well, \$50 is what I think my services are worth in this case. I'm not to be regarded as an object of charity."

And on that basis the settlement was made.



# LINCOLN LORE

Bulletin of the Lincoln National Life Foundation - - - - - Dr. Louis A. Warren, Editor.  
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No. 238

FORT WAYNE, INDIANA

October 15, 1934

## LAWYER LINCOLN'S FEES

Judge Davis, who often presided in the courts where Lincoln practiced in the circuit riding days, on one occasion reprimanded him for the insignificant sums which he asked for his services. He said, "Lincoln, you are impoverishing the bar by your picayune charges." Although Lincoln was satisfied to work for a small fee, he saw the danger of an underpaid judiciary which he characterized as "'a migratory supreme court' and salaries so low as to exclude all respectable talent."

A letter which Lincoln wrote to George P. Floyd of Quincy has often been used to show his attitude towards the collection of high fees:

"I have just received yours of 16th with check on Flag & Savage for twenty-five dollars. You must think I am a high-priced man. You are too liberal with your money. Fifteen dollars is enough for the job. I send you a receipt for fifteen dollars, and return to you a ten-dollar bill."

### Notes on Law Lecture

About the first of July, 1850, Lincoln prepared some notes for a law lecture. In one paragraph he discussed the question of lawyer's fees. His conclusions follow:

"The matter of fees is important, far beyond the mere question of bread and butter involved. Properly attended to, fuller justice is done to both lawyer and client. An exorbitant fee should never be claimed. As a general rule never take your whole fee in advance, nor any more than a small retainer. When fully paid beforehand, you are more than a common mortal if you can feel the same interest in the case, as if something was still in prospect for you, as well as for your client. And when you lack interest in the case the job will very likely lack skill and diligence in the performance. Settle the amount of fee and take a note in advance. Then you will feel that you are working for something, and you are sure to do your work faithfully and well. Never sell a fee note—at least not before the consideration service is performed. It leads to negligence and dishonesty—negligence by losing interest in the case, and dishonesty in refusing to refund when you have allowed the consideration to fail."

### Other Lawyer's Fees

There was some legal work of a personal nature which Lincoln hired other lawyers to do, and he always seemed anxious that the fee be generous. On January 2, 1844, he engaged an attorney to clear a title and suggested that he retain a reasonable fee. George B. Kinkead of Lexington, Kentucky, represented Lincoln in a suit in 1854; and, when he sent his bill, Lincoln wrote, "You do not seem to compensate yourself very liberally for the separate service you did for me." Lincoln always seemed fearful that he might overcharge; and, on one occasion, he wrote a colleague asking on what terms a certain case had been settled, as he explained, "I wish to regulate my claim somewhat by yours."

Referring to a case in March, 1853, Lincoln wrote, "I have been paid a little fee. Now I dislike to keep the money without doing the service and I also hate to disgorge; and I therefore request of you to defend the case for me, etc."

### Gratuitous Service

In one of the most famous trials in which Lincoln was engaged, he advised the defendant's mother that, because of favors shown him, he was prompted to offer his "humble services gratuitously in the defendant's behalf." Lincoln urged one of his clients to adjust the difficulty out of court. He promised, "If you settle, I will charge nothing

for what I have done and thank you to boot." To another client he wrote, "I would now very gladly surrender the charge of the case to anyone you would designate, without charging anything for the much trouble I have already had."

### No Success—No Fee

There is also evidence that Lincoln often took a case with the understanding that if he did not win it there would be no fee charged. This method was quite common in his early efforts when he was not so sure about the value of his services. He assured a Mr. Marshall, "I will do my best for the 'biggest kind of a fee,' as you say, if we succeed and nothing if we fail."

### Five Dollar Fees

In Lincoln's early practice it appears as if the usual fee asked was five dollars. To one man who requested some legal advice and enclosed five dollars, after making the investigation, Lincoln wrote, "The five dollars is a sufficient fee." Just after Lincoln was married in 1842, he wrote a letter to Samuel D. Marshall in which he acknowledged a fee of five dollars, remarking that it had been handed to him just one hour before he "took a wife." It is needless to say that, with the added responsibility of caring for a home, the amount of a fee became a much more important consideration in the conduct of his business.

### Left Over Fees

Ten-dollar fees seemed to be the order in several cases during 1857. He told one man who had sent one payment of a dollar and another of ten dollars, "I paid two to the register and pocketed the other nine." About the same time he concluded a letter with the request, "Now, if you please, send me ten dollars as a fee." In still another case the amount collected was \$110, and Lincoln said that his fee would be ten dollars, which he divided equally with his partner in the case.

In settling a fee Lincoln often evened things up. He got judgment in one suit for \$116.90 and kept \$16.90 for the fee, forwarding the client \$100. In adjusting one fee he wrote to the client: "If you are agreed, let it be as follows: give me credit for two years' subscription to your paper and send me five dollars, in good money or the equivalent of it in our Illinois paper."

Lincoln sent a bill to "The Heirs of Payne" for services in the circuit court, the supreme court, and for a chancery case. The bill was divided into sums of twenty dollars, ten dollars, and ten dollars, covering 1844 to 1850.

### Collections

His hesitancy to ask for payment of a fee is indicated by a letter to an associate, suggesting that he remind the client that "I would like to have a little fee in the case, if convenient." In 1851 Lincoln wrote to Andrew McCallan that he was informed they had won their case and then continued, "as the dutch justice said when he married folks, 'Now vere ish my hundred tollars.'"

The case most often called to mind with reference to collections is the suit of the Illinois Central Railroad against the County of McLean. This is the case where Lincoln sued to collect the fee of \$5,000. The company insisted that it was a friendly suit. Lincoln argued "That \$5,000 is not an unreasonable fee in the case" and submitted these points to support his opinion: "The amount of labor, the doubtfulness and difficulty of the question, the degree of success in the result, and the amount of pecuniary interest involved."

## RECEIVED \$5,000 FEE IN CASE IN M'LEAN

The highest fee collected by Abraham Lincoln for his law practices was \$5,000. He had appeared for the Illinois Central railroad in a case at Bloomington and won. He went to Chicago and presented a bill for \$2,000.

"Why," said the official, "this as much as a first-class lawyer would have charged."

Lincoln did nothing until his lawyer friends learned the facts. They urged him to raise the fee to \$5,000 and sue in the courts to collect it. He did so and obtained a verdict.

*9th St. Journal 6/30/36*

## **Refused To Live Off Insane Girl In Danville Case**

Abraham Lincoln when he practiced in the circuit court at Danville, was to receive \$250 for a case involving a woman of unsound mind, the fee to be split between him and Ward H. Lamon of Danville.

The case was quickly disposed of when it was called, and the brother of the insane woman promptly paid the fee to Lamon. Lincoln insisted that Lamon return half the fee.

Judge David Davis then broke in. "You are impoverishing this bar by

your picayune charges of fess, and the lawyers have reason to complain of you," he said. "You are now almost as poor as Lazarus, and if you don't make people pay you for your services you will die as poor as Job's turkey."

"The money comes out of the pocket of a poor demented girl," Lincoln answered, "and I would rather starve than swindle her in this manner."

## Lincoln's Fee For 15 Cases But \$150

### Modest Charge Shown By Railroad Record.

Washington, Feb. 11. (AP)—Abraham Lincoln, as a lawyer, charged very modest fees for representing the Illinois Central railroad.

The Association of American Railroads made public a hitherto unpublished letter from Lincoln to James F. Joy, dated Sept. 14, 1855 submitting a statement for \$150 covering fifteen cases in which he had taken part during the previous year. Joy was then counsel for the Illinois Central.

The letter came to the attention of the association when it was removed from the files of the Illinois Central and returned to the family of the late Henry B. Joy, of Detroit, son of James F. Joy.

## Letter Bares Lincoln's Modest Legal Fees

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## Lincoln, as Lawyer, Charged Modest Fees

By the Associated Press.

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## LINCOLN ASKED MODEST FEES

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*Lincoln (Col.) Tribune*

# LINCOLN LORE

Bulletin of the Lincoln National Life Foundation - - - Dr. Louis A. Warren, Editor  
Published each week by The Lincoln National Life Insurance Company, Fort Wayne, Indiana

Number 654

FORT WAYNE, INDIANA

October 20, 1941

## LINCOLN'S \$5000 FEE

Recently one who could not be called a great admirer of the martyred President said to the editor of Lincoln Lore, "What about that \$50,000 fee that Lincoln collected in that railroad case?" Possibly the modern trend in finance made the original \$5000, which Lincoln was awarded, seem like a pittance, hence ten times the amount was named to make the sum formidable. The fact is that Lincoln, himself, received but \$2500 for his services in the above mentioned case, as he divided the fee with his partner, William Herndon.

There has been much discussion over the proceedings which finally resulted in Lincoln bringing suit against the Illinois Central Railroad for the \$5000 fee. Several points relative to the case are still in controversy, but possibly the most evasive problem is the motive which caused Lincoln to ask what for him, at least, was an unusual fee. It will be recalled that on more than one occasion he was chided by his fellow attorneys for impoverishing the bar because of his "picaune" charges.

Even before Lincoln had been retained by either side in the contemplated McLean County-Illinois Central Railroad suit, he wrote in a letter to T. R. Webber, clerk of the Champaign Circuit Court:

"The question in its magnitude to the Co. (Illinois Central) on the one hand and the counties in which the Co. has land on the other is the largest law question that can now be got up in the State, and therefore in justice to myself, I can not afford, if I can help it, to miss a fee altogether."

In this same letter to the county official Lincoln put the question of compensation squarely up to him in these words:

"The Co. is offering to engage me for them. As this will be the same question I have had under consideration for you, I am somewhat trammelled by what has passed between you and me, feeling that you have the first right to my services, if you choose to secure me a fee something near such as I can get from the other side."

Mr. Webber immediately conferred with Judge Thomas, of Champaign County, who advised that a retainer of \$50.00 might be offered Mr. Lincoln and a contingent fee up to \$500 be made available for him. No definite steps were taken, however, to secure the services of Lincoln and after waiting nearly three weeks for some reply, he wrote Mr. Brayman of the Illinois Central on October 3, 1853:

"Neither the county of McLean nor any one else on its behalf has yet made any engagement with me in relation to its suit with the Illinois Central Railroad, on the subject of taxation—I am now free to make any engagement for the Road; and if you think fit you may 'count me in.' Please write me on receipt of this—I shall be here at least ten days."

Lincoln immediately received from the Illinois Central Railroad a retainer of \$200 (some authorities state \$250). The case was eventually won for the railroad, and then came the time for Mr. Lincoln to present his bill. There are several versions of how he went about it.

Mr. James F. Joy, in a reminiscence prepared by him, has stated his part in the proceedings as follows:

"The case being ended I asked Mr. Lincoln for a settlement. He came to me and told me that he wanted me to get him a certain section of land. It was a pretty good piece, too. I promptly told Mr. Lincoln that it was impossible for me to get him the land; that all the property had been mortgaged in the interest of the trustees, and that if it was sold at all it must go for cash. However, if he insisted I would lay the matter, so I told him, before our officials and see what could be done about it. And I

did lay the matter before the Board. It turned out just as I had imagined. There was no possibility of Mr. Lincoln getting this land. He then put in a claim for \$5000."

Something very important happened, however preliminary to his filing a claim for \$5000, which apparently caused Lincoln to become greatly displeased with the reaction of the Illinois Central Railroad or perhaps, the attitude of Mr. Joy with respect to his services. Charles L. Capen, an attorney, familiar with the proceedings, wrote to a friend, "The simple truth is that the whole trouble was with James F. Joy . . . whom Mr. Lincoln afterwards despised."

An excerpt from the *Detroit Tribune* presumably published in 1890, but date not cited, released a story about Senator Chandler seeking a place for Joy on the Supreme Court Bench, whereupon President Lincoln is said to have taken from his files, the following letter and read it to Mr. Chandler, concluding that "the man who wrote that letter has not the requisite sense of justice that would warrant me appointing him on the Supreme Bench of the United States." The letter in question follows:

"Abraham Lincoln, Esq., Springfield, Ill.

"Dear Sir: Your bill for \$300 for legal services in the tax case received and contents noted. I think your charge is altogether too much. The work done was nothing but what a country lawyer could do, and I enclose a check for \$100, which you will please accept in full for your services in that suit.

"Yours respectfully,  
"James F. Joy."

When Mr. Joy's attention was called to the statement prepared for the *Tribune* and asked to comment upon it and the correspondence, he admitted that Lincoln was a "local attorney associated with him in the tax case, but claimed the honor himself of finding the point of disagreement and elucidated it further and more plainly." With the result that the decision of the court was reversed and the case won. He stated that he had never authorized his name to be used as a candidate for the Supreme Court Bench, but he did not disavow the letter that was signed with his name.

It seems reasonable to conclude that Lincoln did submit a bill to Mr. Joy for his services. That the sum he asked for may have been \$300 plus the \$200 already received as a retainer is also a reasonable conclusion as it was equal to the amount he might have received from McLean County had they retained him.

If Mr. Joy sent the curt and ungracious letter to Mr. Lincoln as alleged complaining about the excessive charge, there is a bare possibility that Lincoln in deference to a cash settlement suggested the land compensation, although it would be strange if Lincoln did not already know that the railroad company could not pay lawyer's fees with land holdings which were mortgaged.

Lincoln undoubtedly learned during the interval his menial charge was pending that Mr. Joy, who was his junior by one year, had collected \$1200 for his fee in the case. Possibly Lincoln also learned that Joy had left the impression with the officers of the company that it was his Joy's argument which finally won the verdict.

We imagine that with such information in the hands of Lincoln any attempt on the part of Mr. Joy to settle for \$500 would be ignored and Lincoln rightfully indignant over the proceedings would make it \$5000 instead of \$500 and hence the suit against the railroad.

In the memorandum which Abraham Lincoln wrote out to use in arguing his case are these words, "I, and not Joy, made the point and argument on which the case turned."



at his home, 1308 North Pine Avenue, Chicago. Mr. Glaw's service of more than 47 years included employment with the Illinois Central at Freeport, Ill., in the master mechanic's office, from which he was promoted to the office of vice-president and general manager in Chicago.

During World War I Mr. Glaw represented the Illinois Central in Washington, D. C., handling car service matters.

Immediately following his retirement on October 1, 1940, he and Mrs. Glaw

spent some time in Florida, but soon returned to Chicago and located on the West Side, where they have been active in the Austin Methodist Church.

He is survived by his widow, Fannie, and brothers, Bert J., of Springfield, Ill., and Robert W. Glaw, of St. Petersburg, Fla. Services were conducted at funeral home, 318 N. Central Avenue, Austin, the afternoon of January 4, with interment in Cedar Bluff Cemetery, Rockford, Ill., the following day.

—DOROTHY M. GATCHELL, Correspondent, Chicago.

— IC —

## Famous Lincoln Document Saved

A delicate operation has just been successfully performed by the R. R. Donnelley & Sons Company Lakeside Press, Chicago, on one of the most precious documents in Lincolniana—the largest check ever signed by Abraham Lincoln, representing the largest fee he ever collected for his services as a lawyer. It was Lincoln's check on the Springfield Marine & Fire Insurance Company, a banking house in Springfield, Ill., where the forty-eight hundred dollars had been deposited to Mr. Lincoln's account by the Illinois Central Railroad in payment of his fee in the famous case of the Illinois Central

Railroad vs. McLean County, Illinois, over the question of assessing and collecting local taxes on railroad property.

The operation performed on the Lincoln check by Lakeside Press was necessary to preserve it from the deterioration, to which all paper is subject with time and wear. Under the skillful handling directed by Harold W. Tribollet, head of the extra binding department of Lakeside Press, the check was not only restored to almost its original condition, but steps were taken to preserve it against decay in the future.

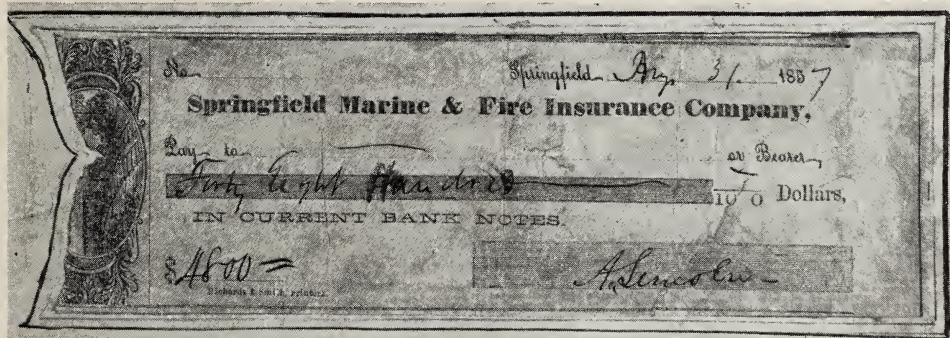
The check was sent to The Lakeside Press for treatment by R. Gerald Mc-

Murtry, director of the department of Lincolniana of the Lincoln Memorial University, Harrogate, Tenn., the present owners of the precious document. Mr. McMurtry expressed the belief that the Lincoln check came into the possession of Lincoln Memorial University sometime in the early 1920's from the firm of Thomas F. Madigan, an autograph dealer of New York City.

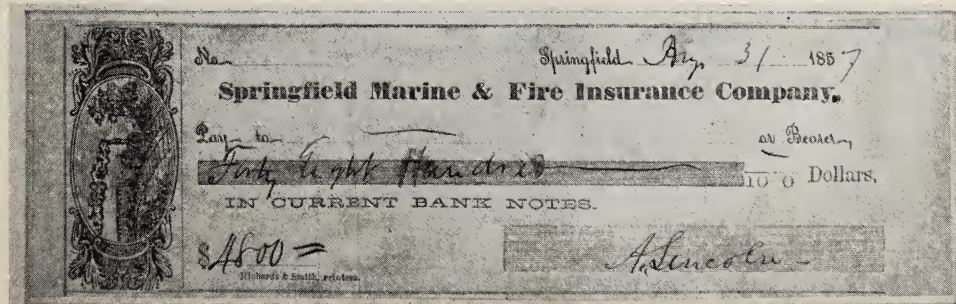
The operation performed on the Lincoln check by The Lakeside Press was described by Mr. Tribollet as follows:

"First, it was necessary to remove the check from two layers of paper to which it had been fastened years ago. This separation was accomplished by soaking the check and the mount in water after making certain the inks would not suffer during the immersion. The check was then pressed and dried between blotting paper. The patch of paper added to the left-hand side was selected from a stock of miscellaneous papers carefully saved for twenty-five years to accomplish restorations of this kind. Although the paper finally selected was the correct thickness and had a reasonably close fiber structure, it had to be dyed to match the mellowed color of the check. The 'new' paper was then cut at one edge to match the irregularity of the torn check, and the fibers of the two papers tapered at the intersection and pasted together.

"A second check bearing the same



Above is the original check signed by Abraham Lincoln, representing the largest fee he ever collected as a lawyer, paid to him by the Illinois Central. Note damage at left. As restored by the Lakeside Press in Chicago it appears below.





design and issued at about the time Abraham Lincoln signed this \$4,800 check, was used as a guide in reproducing the missing portion of the pattern. A water-soluble color was then mixed to match the original ink, and the design applied with an extremely fine brush.

"The restored check was mounted on a very thin fabric to strengthen it, hinged onto an all-rag board, and framed under a filter glass to retard the injurious effect of light. A panel of aromatic cedar wood was placed in the frame to discourage the ingress of insect enemies of paper.

"Finally, a flannel-lined, fiberboard protective case with a gold stamped title was made to contain the framed check."

Mr. McMurtry added: "According to the story, when Mr. Lincoln drew the check he received the money in cash, half of which, \$2,400, he put into an envelope and marked it 'For Billy'. Billy was William H. Herndon, Lincoln's law partner. For many years I was under the impression that this fee enabled Lincoln to forgo the practice of law during the summer of 1858 and to debate with Stephen A. Douglas. However, Harry E. Pratt in his book 'The Personal Finances of Abraham Lincoln' has discovered that Lincoln lent his half of the fee out at interest and did not receive the principal until some years later."

The Illinois Central Railroad case, which was handled by Lincoln and his junior partner against McLean County, was in the courts for several years. Lincoln was paid a retainer fee of \$250. Eventually the railroad won the case and Lincoln presented a bill for \$2,000 as the fee due his law firm. This

amount was thought to be too high by the railroad officers and was not approved. There are many versions of what happened then, but Lincoln brought suit against the railroad for \$5,000, which the late Elmer A. Smith, senior general attorney of the Illinois Central Railroad, explained in a paper read before the Western Conference of Railway Counsel on February 13, 1945, as follows:

"The general counsel of the Illinois Central advised Lincoln that, while he recognized the value of his services, the payment of so large a fee to a western country lawyer without protest would embarrass the general counsel with the company's board of directors in New York, who could not understand as well as would a lawyer the importance of the case and the value of Mr. Lincoln's services. It was intimated to Mr. Lincoln that, if he would bring suit for his bill and judgement was rendered in his favor, the judgment would be paid without appeal.

"Thereupon, Lincoln brought suit against the Illinois Central in Circuit Court of McLean County in the spring of 1857.

"The jury promptly returned a verdict for the full amount asked for, less the sum of \$200 already paid him (the exact amount of the retainer was \$250).

"That this litigation over Lincoln's fee did not dissolve the relationship of client and attorney which had existed between the Illinois Central and Lincoln, is shown by the fact that within a short period of time Lincoln was again called upon to handle for the Illinois Central two very important cases involving the amount of taxes to be paid by the Illinois Central to the State."

— IC —

## Engine Scaffold Eases Work

H. C. MARMADUKE  
Representative,  
Executive Department

**E**MPLYES all over the railroad continue their winning ways in earning cash awards for ideas handled through the suggestion system. A check of winner records shows that thirteen employees with ideas have won more than 100 cash awards in varying amounts, while each of twenty-three has carried off the honors more than seventy-five times. One suggestor alone has been a winner on more than 250 occasions, while four railroaders who are using their heads on the job have won at least 150 cash awards. These many-time winners prove that it's easy to earn extra cash and at the same time help improve the railroad by thinking and suggesting. They will continue looking for improvements that will make their jobs easier, safer, and pleasanter.

Like all of the approximately 9,500 individual cash award winners on rec-

ord in the suggestion system office, M. M. Matlock, who was in the mechanical department at Paducah, Ky., when he made the suggestion, but has since been promoted to general foreman at Fulton, Ky., kept his eyes open while doing his job. He looked for unsafe or difficult working situations with the thought in mind of developing improvements that would make his and his fellow workers' jobs easier and safer. He saw the scaffold used in making repairs on locomotive boilers at Paducah Roundhouse. He stopped, he looked, he thought—and then he suggested a new type of scaffold. Today he is richer by \$25 and has a Silver Seal Diamond Award Certificate too.

The old scaffold used at Paducah Roundhouse in working on locomotive boilers above the running boards was a complicated affair. It was erected alongside the engine and being unwieldy made the work slow and difficult. The locomotive could not be moved without dismantling the scaffold, nor could any work be done below



The old scaffold used at Paducah, Ky., roundhouse in repairing locomotive boilers was a crudely constructed device that was clumsy to handle and interfered with the progress of other repairs to the engine. It was built up alongside the engine and prevented moving the locomotive while in use as well as making it impossible to do other work around or under the platform.



The new scaffold developed by Roundhouse Foreman M. M. Matlock, Paducah, Ky., now general foreman at Fulton, Kentucky, is adjustable to any locomotive. It is easier and safer to use. The engine can be moved while the platform is in use, and other work can be done beneath it. The suggestion earned a \$25 award and a certificate of recognition for its author.

the scaffold platform because of the cumbersome construction. Mr. Matlock recognized the need for equipment of simpler construction that would make it easier to do the work and yet be safe and effective. He developed a portable, permanently-constructed scaffold that turned out to be a real improvement over the old method.

The new scaffold consists of piping,



# Letter Attests Talcott Role in Lincoln History

By Blaine Hansen

ABRAHAM LINCOLN is said to have used \$1,000 obtained as a legal fee, for services performed for the Honorable Wait Talcott of Rockton, to finance the Lincoln-Douglas debates, which helped elect Lincoln to the presidency. Proof of this contention has been submitted in a letter written to the Rev. Claude W. Warren, pastor of the Old Stone Church, Rockton, dated March 18, 1942, by Edward Dwight Eaton, former Beloit college president. The communication was written to the Rockton minister on the occasion of his church's 104th anniversary.

Wrote President Eaton: "When the board of trustees held their annual meeting on the Beloit college campus in 1869 (my father had become one of its members only three or four years before) I was much interested to meet the Honorable Wait Talcott, Rockton, who was one of a group of 16 men who had been chosen in 1845 as first trustees of the Beloit college that was to be, and one of the eight to whom the college was to be a major interest to the end of their lives."

How well I remember his kindly, experienced face. Much of his most strenuous years were then already passed, but he was

still on the board when I joined it myself in 1881; and five years later, when in 1886, I was called to Beloit to take up the responsibilities which President Chapin was then laying down, Mr. Talcott's venerable figure was still at our trustee's meeting. I well remember the thrill I felt when he told me of an important patent suit in which his Rockford Manufacturing company was engaged at Washington in the 1850's, in which they employed Edwin M. Stanton, then a prominent attorney in Washington, and retained Abraham Lincoln of Springfield, Ill., to assist, paying him a retainer of \$1,000, a large fee in those days.

★ ★ ★

"This fee enabled Lincoln to meet the expenses of his great debates with Stephen A. Douglas in 1860. "When Lincoln made Stanton his secretary of war in 1862," said my venerable friend with emotion, "I felt that our firm had a distinct part in saving the Union." And I shared his joy in retrospect.

What a stimulating thought it is that the history of such a family as the Talcotts should be interwoven with the life of a church of moderate dimensions and quiet life, helping make it illustrious in the annals of humanity."

The Beloit News  
(15,957 D)

FEB 12 1943

Olney, Illinois  
September 22, 1958

## Records Show 1845 Payment To A. Lincoln

While there is a strong possibility that Abe Lincoln never came to Olney to practice law or make a political speech during his lifetime, there are records in the County Clerk's office in Richland County to indicate that Lincoln received payment for a note against the estate of Seeley Bunn.

In Probate File One in the County Clerk's office, is found the report of the administration of the estate of Seeley Bunn with Aaron Bunn as administrator of the estate. The record states that Seeley Bunn died about September 5, 1843, and he was indebted to Abraham Lincoln for a note in the amount of \$4.10. On March 10, 1845, the administrator paid Lincoln 40 cents for interest on the note. A receipt signed by Benjamin Bunn on November 13, 1845 shows that he sent \$4.10 to A. Lincoln for the amount of a note held against the estate of Seeley Bunn. The receipted note or signature of A. Lincoln is not given in the file.

The Bunn families were early settlers of near Sumner and south of Claremont in Bonpas Township, Richland County was formed from parts of Lawrence and Clay Counties in August, 1841 and it may be that Seeley Bunn owed Lincoln a note for a law suit tried by Lincoln, while Seeley Bunn was a resident of Lawrence County. The court records indicate that Seeley Bunn was an early resident of Lawrence County and of Richland County at the time of his death.

Whether there are any other records in Richland County that contain the name of signature of Abe Lincoln is difficult to determine.

Some older residents of Olney have informed the Daily Mail that they have been told by their parents that Lincoln actually came to Olney to make political talks. He was a candidate for elector on the Whig ticket in 1840, 1844, 1852 and on the Republican ticket for Fremont for president in 1856. Lincoln served one term in Congress from the Springfield district from 1847 to 1849 as a Whig.

In the absence of any authentic records, it is still a matter of conjecture whether Lincoln ever actually visited Olney during his legal or political career.

## ***A Lincoln Case in Macon County***

In January project researchers discovered a new Lincoln document in the Macon County Circuit Court records, in Decatur, Illinois. It is no more than a simple receipt for \$13.50 in Lincoln's handwriting and with his signature. As with most such discoveries, however, there is an interesting legal tale behind this routine document.

Married women in antebellum America were not created equal in the eyes of the law. Revolutionary rhetoric did not match actual practice. The most important sign of this subordinate status was the inability of married women to control their property. Under the common law, women and men gained certain rights and responsibilities after marriage, but the wife assumed a secondary role. Their union denied the wife legal standing as a person. A wife could not execute contracts, convey property owned prior to marriage, serve as an executor or administrator of estates, or as a legal guardian. She could not initiate a law suit without her husband's consent. Nineteenth century feminist Sarah Grimke considered a woman invisible in marriage and "a cipher in the nation."

Until Illinois passed a married women's property act in 1861, granting wives absolute control over real and personal property brought into or acquired during marriage, the most significant property right a wife possessed was dower. Dower was a share, usually one-third, of the real property owned by husbands during marriage that was designated for the support of widows. No husband could sell property to deny his wife's dower without her consent. Dower was a necessity in a legal system that denied women the ability to provide for their own financial security during widowhood.

The case in which Lincoln received \$13.50 for legal fees involved dower. The three Dewees brothers, Joseph, Samuel and William, had opened one of the first stores in Decatur and each acquired large estates. In the spring of 1840 Samuel died, and his widow Maria assigned her brother-in-law, Joseph, power of attorney to secure her part of the estate. Joseph, also administrator for his brother, failed to act within the required one month. A decade passed before Maria and her second husband, William Redfield, hired attorney Charles Emerson to file a suit in chancery (there being no remedy for dower in common law) to recover her third of Samuel Dewees' estate. Lincoln and Anthony Thornton were retained by the defendant, estate administrator Joseph Dewees. After two continuances, Judge David Davis ruled for the Redfields and granted Maria her dower in November 1851.

Joseph Dewees died before paying Lincoln's fee. In a friendly case, Lincoln filed suit against Dewees' estate for payment. On his 44th birthday, February 12, 1853, Abraham Lincoln acknowledged receiving his fee for \$13.50.

(<http://www.papersofabrahamlincoln.org/Briefs/briefs21.htm>)

## **National**

**Lincoln-signed receipt found:** Researchers rummaging through old court records stored in a former Decatur, Ill., jail found a receipt for \$13.50 signed by Abraham Lincoln. The discovery is significant because it gives historians information about Lincoln's daily activities, said David Blanchette, of the Illinois Historic Preservation Agency.



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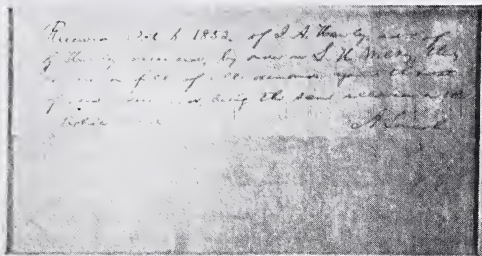
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235 LINCOLN, ABRAHAM (Photo) (\$3500-4000)

ADS "A. Lincoln", 1/2 page, approximately 4-1/2" x 8", on blue-grey paper, n.p., 1853. In full, Lincoln writes: "Received, Oct. 6, 1853, of J. A. Hawley, adm. of G. Hawley deceased, by order on S. U. Wilkey, thirty dollars, in full of all demands against the estate of said deceased, being the same allowed in the Probate Court." Minor edge splits on either side along the same central horizontal fold, but do not affect Lincoln's fine signature or the clearly legible text. Framed and matted between glass, overall size: 8" x 11". Very good condition.



236 [LINDBERGH, CHARLES] INTERNATIONAL NEWSREEL PHOTOS (13) (\$500-600)

A fascinating group of thirteen International Newsreel Photos, unsigned, B&W, ten 8x10, three 6x8, dated June 11 & 14, [19]27, covering the excitement of Lindbergh's epic flight and two weeks later of Clarence Chamberlain and Charles Levine, the first passenger to fly from America to France. Scenes include Lindbergh's speech at Washington Monument, President Coolidge decorating Lindy with the distinguished "Flying Cross" medal, Lindbergh and his mother, crowded New York Harbor awaiting Lindbergh's arrival, etc. Scenes from the Chamberlain-Levine trip were taken mostly in Germany, where crowds in Berlin are shown eagerly welcoming the fliers and crowding around the plane. All in very good condition and comes with the original telegraphic dispatch of description attached to each photo.

Please note that a 10% buyers charge will be added to each lot purchased on all purchases.

DEACON BROWN'S POINT  
NORTH HAVEN  
MAINE

July 10, 1933

Dear Bob:

I am enclosing the duplicate letter to Mr. Gold. I hope that the original will turn up sometime, & it was left in our baggage at Nanking but I have not been able to locate it in the papers which were returned from China.

Best regards,

Charles A. Lindbergh

237 LINDBERGH, CHARLES A. (1902-1974) [2] (Photo) (\$1000-1100)

Handsome ALS "Charles A. Lindbergh", one page (with integral blank leaf), small 8vo, on imprinted "Deacon Brown's Point / North Haven / Maine" stationery, 1933 July 1910. To "Dear Bob" [Robert Payne], the celebrated aviator writes in full: "I am enclosing the duplicate letter to Mr. Gold. I hope that the original will turn up sometime. It was left in our baggage at Nanking but I have not been able to locate it in the papers which were returned from China..." It was during this period, less than a year after the Lindbergh baby's kidnapping, that Lindbergh and his wife travelled abroad to escape from the enormous publicity and trauma which arose from their tragic loss and finally settled in England. With the original holograph addressed envelope, stamped and postmarked. Attractive and in extremely fine condition.

238 LINDBERGH, CHARLES A. (1902-1974) (\$800-1000)

Celebrated American aviator who made the first solo nonstop flight across the Atlantic in 1927. TLS "C. A. Lindbergh", one page, 4to, on Transcontinental & Western Air, Inc., Kansas City, MO, 1933 April 25. Addressed to Commander P. V. H. Weems, the inventor of the Weems System of Navigation and several types of hand held navigational computers, thanking him for sending the new Air Almanac which Lindbergh was looking forward to studying while adding, in part, that "It is difficult to know what to suggest in regard to making commercial connections at the present time...whenever I find anything which might be of interest, I will write to you." Three file holes at right, else a fine letter written less than a year after the well-publicized kidnapping-murder of Lindbergh's son.

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## LINCOLN AS MAN AND AS LAWYER

### His Virginia Ancestry—Dis- liked Manual Labor— Charged Railroad Large Fee and Had to Sue

Of writing books about "Honest Abe" there is as yet no end. With regard to the angles of approach chosen by Jesse W. Weik, it seems safe to suppose that his new book, entitled "The Real Lincoln," (Houghton Mifflin company, \$1) will stand as authoritative and final. It is a compilation and a study of material drawn from original sources bearing upon Lincoln's ancestry, his youth, his domestic life in Springfield, Ill., and, more especially, his career as a lawyer up to that momentous day in February, 1861, when he parted from his friends and neighbors and set out for Washington. It creates an impressive portrayal that throbs with realism.

Several years ago Mr Weik collaborated with the late William Henry Herndon, for 16 years Lincoln's close

associate in the partnership of Lincoln & Herndon, in preparing the most notable of Lincoln's biographies. The present volume carries the research then begun to careful completeness.

Giving his attention first to Lincoln's birth and descent, the author refutes numerous reports once current that Thomas Lincoln was not the president's father. In this connection, he recounts the interesting fact that Lincoln at one time confided to Herndon that he attributed his powers of analysis and logic, his mental activities, ambitions, to qualities inherited through his mother, Nancy Hanks, who was the illegitimate daughter of Lucy Hanks and a "well-bred Virginia planter."

In connection with the story of Lincoln's young manhood—his rail-splitting, backwoods days—the author takes pains to remind his readers that Lincoln was not at all fond of manual labor; that he avoided it whenever he decently could and gave it up altogether to push out for himself toward mental training as soon as his father's family was fairly established on an Illinois farm. Later, when he had a home of his own in Springfield, he found even light gardening in his back yard so distasteful that he never attempted it again after one season's half-hearted experience.

To the story of Lincoln's several proposals of marriage and his final marriage to Mary Todd, after mysteriously failing to appear on the date first set for the wedding, Mr Weik adds some original information. In addition to Ann Rutledge, Mary Owen and Mary Todd, the author relates that Lincoln proposed also to one Sarah Rickard, using in this later appeal the argument that, "Because Sarah of Bible times became the wife of Abraham, therefore, she, Sarah Rickard, in view of that precedent, was foreordained to marry Abraham Lincoln."

#### An Ill-tempered Wife

"Of all the women to whom Lincoln paid serious attention," says Mr Weik, quoting Herndon, "Mary Todd was by far the strongest from an intellectual standpoint and the most ac-

complished generally. She was also the only one whose keen vision penetrated the future and beheld in the homely face and awkward figure of her tall suitor the man of destiny." A sort of left-handed compliment accorded to Mrs Lincoln by some of her less charitable neighbors is cited to the effect that Lincoln's "success" and political ascendancy were due more to the influence of his wife than to any other single agency; that her unrestrained temper, her wilful and turbulent nature effectively debared him from the full measure of domestic happiness—in other words, forced him out into the angry seas of politics and applause.

A host of other matters of "local color" and "human interest" fill the pages of "The Real Lincoln"—Lincoln's points of strength and weakness, his honesty, his fits of melancholy, his fame as a story-teller, his efforts as a lecturer and inventor, his huge enjoyment of Negro minstrels, his rise in politics, his lack of taste for liquor, his poor capacity for judging men and his apparent moral obtuseness in remaining loyal to a certain few unworthy friends he had appointed to political office. As the book draws its chief inspiration from the legal records of Lincoln & Herndon, however, it fittingly centers its interest in the main around Lincoln as a lawyer, touching with less detail on matters that have already been treated at length by many other biographers.

Delving into this phase of Lincoln's activities, Mr Weik found that "among

his colleagues at the bar and others equally competent to judge no two agreed in their estimate of his genius and ability." Some place him at the head of his profession. Others qualify their estimates.

#### Earnings as a Lawyer

According to Lincoln's partner, William H. Herndon, "Although he moderately well read in the elementary books, he studied certain special and abstruse cases until he became almost a good practitioner. To that extent, therefore, it is fair to call him a case lawyer. Apparently he cared little for forms, rules of pleading or practice. He went in for substance mainly; but, in the end, became a good nisi prius lawyer and a better supreme court lawyer."

That Lincoln made only a modest living out of his legal practice may be seen from his record of fees charged for 152 cases as set down in the book of Lincoln & Herndon. The total is slightly over \$2,000 representing the receipts for three years. The smallest fee listed is \$2.00 and the largest \$100, while most of the charges range from \$10 to \$25. And yet Lincoln could bring himself to charge a large fee on occasion, as is shown in connection with his experience as a railroad lawyer.

In one such instance, Lincoln was employed by the Central Illinois railroad company to press a suit for injunction against violation of its property by a grain country contractor to the legislature. After appealing the adverse decision of the lower court, Lincoln finally carried the case to victory for the railroad in the state supreme court. It was unusual he contended, for such cases in his line, he was entitled to a large fee, he asked the company to give him a particular section of land. This the road declined to do, and Lincoln forthwith renounced a bill for \$5000, less his retainer fee of \$200.

#### Sued Railroad for His Fee

This in turn the railroad company declined to pay, suggesting as a compromise that Lincoln bring suit against the company, agreeing to pay the fee demanded if, by the testimony of other lawyers, it shall appear to

be a fair charge and there shall be a judgement for the amount." In compliance with this recommendation, Lincoln brought suit and his claim was approved as reasonable.

"The judgement was finally paid," as related by Herndon, "and Lincoln gave me my bill. When he had pushed my share of the proceeds across the table to me, he covered it for an instant with his hand, smiled and said, 'Glibly, it seems to me it will be in bad taste on your part to keep on saying such things I have heard from you about railroads and other corporations. The truth is, instead of criticizing them, you and I ought to thank God for letting this one fall in our hands.'"

#### Burning of Rock Island Bridge

This hostility toward the railroads, to which Lincoln thus reacted in jest was a widely prevailing sentiment, being at that time instigated very largely by the river steamboat owners. They feared the invasion of this new competitor, and so there grew up a contest in which Lincoln later had another opportunity to champion the cause of the railroad purveyors when he was employed in the famous Rock Island bridge case of 1851. A steamer had run against the pier of the Mississippi river bridge owned by the Rock Island railroad and caught fire from an overturned stove. The flames from the steamer had in turn set fire to the bridge, and, while the structure burned, all nearby river steamers had tooted their whistles in shrieks of the wildest joy. "The result," we are told, "was a suit by the same boat people against the owners of the bridge. . . on the ground that the bridge was an obstruction to navigation." The contest was bitter. "It required a cool head and an even temper to carry the day, and Lincoln was equal to the occasion." When the case was completed, the jurors failed to agree, and the case was missed them, believing that they could never agree. Their vote stood: three for the plaintiffs and nine for Lincoln's railroad clients.

#### Big Roads Were Few

These momentous railroad cases did much to add to Lincoln's growing renown. In his legal career as a whole however, such cases were few and far between. At least half of each year he followed the crude nomadic life of the circuit rider. "While Herndon spent the greater part of his time in Springfield, in charge of the firm's local practice. . . Lincoln was out on the circuit beating the bushes for more business," and there was no part of his work as a lawyer in which Lincoln took any keener pleasure. Indeed, he declined an offer to enter a promising, if not lucrative, law partnership in Chicago after the delays with Douglas because, as he contended, it would confine him to the office and thus keep him off the circuit.

"Seated in his one-horse buggy behind a sorry-looking animal, he would set out from Springfield to be gone for weeks at a stretch. The lawyers, as he drove to each successive town, eagerly anticipating a new stock of stories, were anxious to greet him, and the landlords, so we are told, hailed his coming with delight. He was one of those gentle uncomplaining beings whom the servants at the towns generally put off with the most indifferent accommodations. He said once he never so completely felt his own insignificance as when he stood face to face with a real live city hotel clerk."

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**Lincoln Not a High-Priced Man.**

George P. Floyd tells some amusing stories in an article called "Lincoln's Run Sweat," in the January McClure's. He says:

"I had leased the Quincy house, at Quincy, Ill. The property was owned by a widow, Mrs. Enos, who lived at Springfield. I employed Mr. Lincoln to execute the lease for me. He sent the lease to me at Quincy, but said nothing about the pay for his services. Thinking \$25 would be about right, I sent him that amount. In a few days I received a letter from Mr. Lincoln, of which the following is a copy:

Springfield, Illinois, February 21, 1856.—  
Mr. George P. Floyd, Quincy, Illinois. Dear Sir:—I have just received yours of 16th, with check on Flagg & Savage for \$25. You must think I am a high-priced man. You are too liberal with your money. Fifteen dollars is enough for the job. I send you a receipt for \$15, and return to you a \$10 bill. Yours truly,

A. LINCOLN.

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#### PAYING FOR REPUTATION.

Lincoln once won, on appeal to the highest court, a suit against an important western railroad which, had the decisions of the lower courts stood, would have compelled the road to pay taxes in every Illinois county and would have thrown it into bankruptcy. His bill was for \$2,000. The official in charge looked at it and exclaimed, "Why, this is as much as a first-class lawyer would have charged—as much as Daniel Webster himself would have charged. So Mr. Lincoln was only paid \$200.

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# LINCOLN THE LAWYER

## HIS LOW CHARGES MADE THE BAR COMPLAIN OF HIM.

How Ward Lamon First Met Mr. Lincoln and Then Became His Law Partner—Lincoln's Popularity on the Circuit—His Tender Conscience—Elected President.

My personal acquaintance with Mr. Lincoln dates back to the autumn of 1847. For reasons that will appear further on that acquaintance ripened into personal friendship and a professional and confidential intimacy which continued without jar or interruption during the succeeding eighteen years, forming by far the most valued treasure my memory holds to-day. Mr. Lincoln stood by me with unswerving fidelity in all my early struggles to obtain a footing at the bar; and his was no counsel and usefulness friendship; an indebted for whatever measure of success I achieved in the most eventful years of my life. In 1849 I became his local partner, and that connection was never formally dissolved, but continued until he bade adieu to our clients and assumed the perilous burden of the Chief Magistracy.

In the fall of 1847, attracted by glowing accounts of material growth and progress in that part of the West, I left my home in what was then Berkeley county, Virginia, and settled at Danville, Vermillion county, Illinois. That county and Sangamon, including Springfield, the new capital of the State, were embraced in the Eighth Judicial Circuit which, at that early day, consisted of fourteen counties. It was then the habit of lawyers, like their brethren in England, "to ride the circuit." By that circumstance the people came in contact with, and were enabled to note the distinguishing traits of, all the lawyers in the circuit. I soon learned that the most celebrated, even in those pioneer days, for oddity, originality, wit, ability and eloquence, in that region of the State, was Abraham Lincoln. My great curiosity to see him was gratified soon after I took up my residence at Danville. I was introduced to Mr. Lincoln by Hon. John Stuart, for some years his partner at Springfield. After a comical survey of my fashionable togery—my swallow-tail coat, white neck cloth and ruffled shirt, an astonishing outfit for a young hub of the law in that settlement—Mr. Lincoln said: "And so you are a cousin of our friend John J. Brown; he told me you were coming. Going to try your hand at the law, are you?"

### HE LIKED TO SPLIT RAISLS.

I was then a delicate, slender boy, still on the infant side of 21. John J. Brown was a noted lawyer and highly gifted as an orator. Mr. Lincoln continued: "I should know at a glance that you are a Virginian; but I don't think you would succeed at splitting rails. That was my occupation at that age, and I don't think I have taken any other pleasure in anything else from that day to this."

I assured him, perhaps as a sort of defence against the eloquent condemnation implied in my fashionable clawhammer, that I had done a deal of hard manual labor in my time. Much amused at this solemn declaration Mr. Lincoln said: "O yes; you Virginians shed barrels of perspiration while standing off at a distance and superintending the work your slaves do for you. It is different with us. Here it is every fellow for himself or he don't get there."

Mr. Lincoln soon learned, however, that my detestation of that same system of slave labor was quite as pronounced as his own, and from that hour we were friends. I was his local partner, first at Danville, and afterwards at Bloomington. We rode the circuit together, travelling by buggy in the dry season, and on horseback in bad weather, there being no railroads then in that part of the State. Mr. Lincoln was from the beginning of his circuit riding the light and life of the court, the bar and the people. He had

detected the remarkable champion of pioneer Methodism, Rev. Peter Cartwright, in the last race for Congress. Cartwright was an oddity in his way, quite as original as Lincoln himself. He was a 14-inch worthy of Spartan steel, and Mr. Lincoln's fame was greatly enhanced by his victory over the famous preacher. Whenever it was known that Lincoln was to make a speech or argue a case, there was a general rush and a crowd of people. It mattered little what subject he was to discuss; Lincoln was subject enough for the people. It was Lincoln they wanted to hear and see, and his progress around the circuit was marked by a constantly recurring series of ovations.

Although Mr. Lincoln was my senior by eighteen years, in one important particular, I certainly was, in a marvellous degree, his superior. He was a student of the first things I learned, after getting fairly under way as a lawyer, was to charge well for legal services—a branch of the practice that Mr. Lincoln never could learn. In fact, the lawyers of the circuit often complained that his fees were not at all commensurate with the service rendered. He at length left that branch of the business wholly to me; and to my tender mercy clients were turned over to be slaughtered and according to popular and unvarnished ideas of the dignity of our profession. This soon led to serious and shocking embarrassment.

### LINCOLN'S TENDER CONSCIENCE.

Early in our practice a gentleman named Scott placed in my hands a case of some importance. He had a demented sister who possessed property to the amount of \$10,000, mostly in cash. A conservator, as he was called, had been appointed to take charge of the estate, and we were employed to resist a motion to remove the conservator. A designing adventurer had become acquainted with the girl, knowing that she had money, and sought to marry her—hence the motion. Scott, the brother and conservator, before we entered upon the case insisted that I should fix the amount of the fee. I told him that he would get \$250, adding, however, that he had better wait; it might not give us much trouble, and in that event a lesser amount would do. He agreed at once to pay \$250, as he expected a hard contest over the motion. The case was tried, and of course my anticipated success was complete. Scott was satisfied and cheerfully paid over the money inside the bar, Mr. Lincoln looking on. Scott then went out and Mr. Lincoln asked, "What did you charge that man?" I told him \$250.

Said he "Lamon, that is all wrong. The service was not worth that sum; give him back at least half of it."

I protested that the fee was fixed in advance; that Scott was perfectly satisfied and had so expressed himself.

"That may be," retorted Mr. Lincoln, with a look of distress and of undisguised displeasure; "but I am not satisfied. This is positively wrong. Go, call him back and return half the money at least, or I will not receive a cent of it for my share."

I did go, and Scott was astonished when I handed back half the fee. This conversation had attracted the attention of the lawyers and the court. Judge David Davis, then on our circuit bench, called Mr. Lincoln to him. He said: "I have never told anybody, but I think you have probably did his best. At all events in attempting to whisper to Mr. Lincoln he trumpeted his rebuke in about these words, and in rasping tones that could be heard all over the court room. I have been watching you and Lamon. You are impoverishing this bar by your picaune charges of fees, and the lawyers have reason to complain of you. You are now almost as poor as Lazarus. I have told my friends, and people pay you more for your services you will die as poor as Job's turkey!"

Judge O. L. Davis, the leading lawyer in that part of the State, promptly applauded this malediction from the bench. Mr. Lincoln was immovable. "That money," said he, "comes out of the pocket of a poor demented girl; and I would rather starve than to swindle her in this manner."

The prevailing lawyers got together and tried Mr. Lincoln before a moot tribunal called "The Osmothoritical Court." He was found guilty and fined for his awful crime against the pockets of his brethren of the bar, and then he went with great good humor, and then kept the crowd of lawyers in uproarious laughter until after midnight. He persisted in his revolt, however, declaring that with his consent his firm should never

during its life, or after its dissolution, accept the reputation enjoyed by those shining lights of the profession, "Cateneum and Cheatem."

In many of the courts on the circuit Mr. Lincoln would be engaged on one side or the other of every case on the docket, and yet, owing to his low charges and the large amount of professional work he did for nothing, at the time he left Springfield for Washington to take the oath of office as President of the United States, he was not worth more than \$7,000, his property consisting of the house in which he had lived and eighty acres of land on the opposite side of the river from Omaha, Neb. This land he had entered with his bounty land warrant obtained for services in the Black Hawk war. Mr. Lincoln was always simple in his habits and tastes. He was economical in everything, and his wants were few. He was a good liver, and his family, though not extravagant, were much given to entertainments, and saw and enjoyed many ways of spending money not observable by him. After all his economy, and a long life of successful law practice, he was reduced to the necessity of borrowing money to defray expenses for the last months of his residence at the White House.

He repaid after receiving his salary as President for the first quarter.

### BESET BY SPOILSMEN.

After Mr. Lincoln's election he was sorely beset by rival claimants for the spoils of office in his own State, and distracted by jealousies among his own party adherents. The State was divided, so far as the Republican party was concerned, into three cliques or factious. The Chicago faction was headed by Norman B. Judd and Ebenezer Peck, the Bloomington faction by Judge David Davis, Leonard Swett and others, and that of Springfield by J. K. Dubois, O. M. Hatch, William Butler and others; and however anxious Mr. Lincoln might be to honor his State by a Cabinet appointment, he was powerless to do so without incurring the hostility of the factions from which he could not make a selection. Harmony was, however, in a large measure preserved among the Republican politicians by sending by Judge Davis, to Prussia, and by anticipating a place on the Supreme bench for Judge Davis. Swett wanted nothing, and middle Illinois was satisfied. Springfield controlled the lion's share of State patronage, and satisfaction was given all around as far as circumstances would allow.

Between the time of Mr. Lincoln's election and the 11th of February, 1861, he spent his time in a room in the State House which was assigned to him as an office. Yet, as Mr. Nicolay, a very clever and competent clerk, was lent to him by the Secretary of State to do his writings. During this time he was overrun with visitors from all quarters of the country, and by sending by Judge Davis, to meet, some to direct how patronage should be distributed, others to beg for or demand personal advancement. So painstaking was he that every one of the many thousand letters which poured in upon him was read and promptly answered. The burden of the new and overwhelming labor came near prostrating him with serious illness. Some days before his departure for Washington he wrote to me at Bloomington that he desired to see me at once. It will be hard to say what Mr. Lincoln said to me: "On the 11th I go to Washington and I want you to go along with me. Our friends have already asked me to send you as Consul to Paris. You know I would like to go to Paris. I wish to know which our friends may ask or you may desire, but it looks as if we may have war. In that case I want you with me. In fact, I must have you. So get yourself ready and come along. It will be a grand opportunity for you. If there is to be a fight I want you to help me to do my share of it, as you have done in times past. You must go, and go to stay."

### MR. LINCOLN'S GUARDIAN.

I did go, and at some personal sacrifice, as I then thought. I had been re-elected State's Attorney without opposition. The position was one of profit, but I cheerfully resigned it and accompanied my steadfast friend on a perilous mission. Whether it was fortunate or not that I stayed so long I know not; but it was certainly unfortunate—grievously so—that he was not permitted to stay longer. The first night after our departure from Springfield we were overtaken by Gen. Yates, Hon. O. B. Browning, Jesse K. Dubois, O. M. Hatch, Josiah Allen, of Indiana, and



others, after taking their leave of Mr. Lincoln to return to their respective homes, took me into a room, locked the door, and proceeded, in the most solemn and impressive manner, to instruct me as to my duties as the special guardian of Mr. Lincoln's person during the rest of his journey to Washington. The lesson was concluded by Uncle Jesse, as Mr. Dubois was commonly called, who said—"Now, Lamont, we have regarded you as the Tom Hyer of Illinois, with a Morrissey attachment. We entrust the sacred life of Mr. Lincoln in your keeping; and if you don't protect it, never return to Illinois, for we will murder you on sight."

With this amiable threat delivered in a jocular tone, but with a feeling of deep, ill-disguised alarm for the safety of the President-elect, in which they all shared, the door was unlocked and they took their leave. If I had been remiss in my duty toward Mr. Lincoln during that memorable journey I have no doubt those sturdy men would have made good some part of their threat. That I am now a living monument of their mercy I may infer from their generous acknowledgment that I did my duty in that emergency to the full extent of my ability.

WARD H. LAMONT.





